

ASSIGNMENT

WHEREAS, Rudolf Peter Muis, residing at Burgemeester Elmersstraat 100, NL-1655 KK Sijbekarspel, The Netherlands; and Brian Coolidge O'Regan, residing at Binnen Brouwersstraat 40/1, NL-1013 EG Amsterdam, The Netherlands; (hereinafter "Assignors") have invented certain new and useful improvements in

**METHOD AND APPARATUS FOR APPLYING A LAYER OF A SECOND MATERIAL
TO A LAYER OF A NANOCRYSTALLINE FIRST MATERIAL**

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

☐ Executed concurrently herewith

☐ Executed on

☒ Serial. No. **10/514,424**, filed **November 16, 2004**

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND a corporation of the Netherlands, having its principal office and place of business at Postbus 1, NL-1755 ZG Petten, The Netherlands (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

ASSIGNMENT

DOCKET NO. OCT0013-PCT

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that

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may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

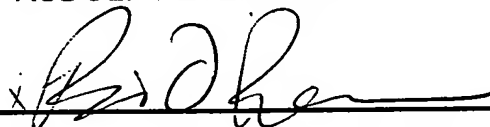
U.S. Serial No.: 10/514,424
Filed: November 16, 2004

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: 
NAME: RUDOLF PETER MUIS

Date: X 10-12-2004

SIGNATURE: 
NAME: BRIAN COOLIDGE O'REGAN

Date: X 5/11/04